

INFORMATION TO OFFERORS OR QUOTERS (Section A - Cover Sheet)	1 SOLICITATION NO. N00174-98-R-0019	2. (X one) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED (RFP)</td> </tr> <tr> <td></td> <td>c. NEGOTIATED (RFQ)</td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED (RFP)		c. NEGOTIATED (RFQ)
	a. SEALED BID							
X	b. NEGOTIATED (RFP)							
	c. NEGOTIATED (RFQ)							

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitation involving awards of contracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Forms 18 and 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modification of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals".

The envelope used in submitting your reply must be plainly marked with Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)	Supply Department, Code 1142K Indian Head Div, NAVSURFWARCEN 101 Strauss Avenue Indian Head, Md. 20640
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4. ITEM TO BE PURCHASED (Brief description)

ANALYTICAL, ENGINEERING, AND TECHNICAL SERVICES TO SUPPORT TASKING IN DEVELOPING WEAPON SYSTEM/SUBSYSTEM CONCEPT OF OPERATION, PERFORMING OPERATIONS ANALYSIS, CONDUCTING MISSION EFFECTIVENESS EVALUATIONS, PERFORMING FINANCIAL ANALYSIS, DEVELOPING MATHEMATICAL MODELS AND SIMULATION DEVELOPMENT FOR VARIOUS MILITARY WEAPON SYSTEMS AND SUBSYSTEMS.

5. PROCUREMENT INFORMATION (X and complete as applicable)				
<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED			
X	b. THIS PROCUREMENT IS A 100% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section 1 of the Table of Contents in this solicitation for details of the set-aside.)			
X	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 2px;">(1) Small Business</td> <td style="width: 33%; padding: 2px;">(2) Labor Surplus Area Concern</td> <td style="width: 33%; padding: 2px;">(3) Combined Small Business/ Labor Area Concern</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concern	(3) Combined Small Business/ Labor Area Concern
(1) Small Business	(2) Labor Surplus Area Concern	(3) Combined Small Business/ Labor Area Concern		

6. ADDITIONAL INFORMATION:

POC: EDNA. A. GIGON, Code 1142K
Email: EdnaGigon@supply.ih.navy.mil
Tel: 301-743-6682 Fax: 301-743-6547

QUESTIONS IN REFERENCE TO THIS SOLICITATION MUST BE RECEIVED NO LATER THAN 19 FEBRUARY 1998. QUESTIONS RECEIVED AFTER THIS DATE WILL NOT RECEIVE A RESPONSE. THIS SOLICITATION CLOSSES AT 1 P.M. LOCAL TIME ON 16 MARCH 1998.

FOR INFORMATION ON THIS PROCUREMENT WRITE OR CALL		
7 NAME AND ADDRESS Edna A. Gigon ADDRESS SAME AS BLOCK 3	TELEPHONE (Area Code, No. & Ext.) 301-743-6682	NO COLLECT CALLS

8. REASONS FOR NO RESPONSE (X all that apply)			
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM (s)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL
<input type="checkbox"/>	OTHER (Specify) _____ THE TYPE OF ITEMS INVOLVED _____		
9. MAILING LIST INFORMATION (X ONE)			
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM (s) INVOLVED _____			
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS (Including Zip Code)	
c. ACTION OFFICER			
(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

AFFIX
STAMP
HERE

FROM:

SOLICITATION NUMBER	
N00174-98-R-0019	
DATE (YYMMDD)	LOCAL TIME
980316	1 PM EST

TO: **SUPPLY DEPARTMENT**
INDIAN HEAD DIVISION, NSWC
101 STRAUSS AVENUE
INDIAN HEAD, MARYLAND 20640
CODE: 1142K

FOLD

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 350)		RATED > DO - S10		PAGE OF 1	
2. CONTRACT NO.	3. SOLICITATION NO. 100% Small Business N00174-98-R-0019		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 13-Jan-98	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY SUPPLY DEPARTMENT INDIAN HEAD DIVISION, NAVSURWARCEN INDIAN HEAD MD 20640 ATTN: Edna A. Gigon, Code 1142K, (301) 743-6682			CODE	N00174			8. ADDRESS OFFER TO <i>(If other than Item 7)</i>

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SUPPLY DEPARTMENT, BLDG 1558 until 1:00 PM EST local time 16-Mar-98 (Hour) (Date)

CAUTION - LATE Submissions, Modifications and Withdrawals: See Section L, Provision No. 52-214-7, or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL	A. NAME Edna A. Gigon, Code 1142K	B. TELEPHONE NO. (Include area code) (301) 743-6682
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11. TABLE OF CONTENTS

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	B	SUPPLIES OR SERVICES AND PRICES/COSTS			J	LIST OF ATTACHMENTS	
	C	DESCRIPTION/SPECS./WORK STATEMENT			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
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	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) >	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated.	AMENDMENT NO.	DATE	AMENDMENT NO	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE. ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
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AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304(C) () <input type="checkbox"/> 41 U.S.C. 253 (C) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) > ITEM		
24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE		
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>QTY</u>	<u>UNIT</u>	<u>AMOUNT</u>
BASE YEAR (Award date through 365 days)				
0001	Provide analytical, engineering, and technical support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0002	Data in accordance with the the DD 1423's/DD 1664's and the Statement of Work.		*NSP	
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$

OPTION I (Date of option exercise through 365 days)

0003	Provide analytical, engineering, and technical support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0004	Data in accordance with the the DD 1423's/DD 1664's and the Statement of Work.		*NSP	
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$

OPTION II (Date of option exercise through 365 days)

0005	Provide analytical, engineering, and technical support services, to include labor and ODC's (Associates/Consultants, Supplies/Materials, and Travel/Per Diem) in accordance with the Statement of Work.	1	LO	\$
0006	Data in accordance with the the DD 1423's/DD 1664's and the Statement of Work.		*NSP	
	Total Cost			\$
	Total Fixed Fee			\$
	Total Cost Plus Fixed Fee			\$

*NSP = Not Separately Priced

NOTE: THE GOVERNMENT ESTIMATE FOR OTHER DIRECT COSTS FOR EACH YEAR IS:

TRAVEL = \$100,000.00 AND MATERIALS/SUPPLIES = \$50,000.00. The offeror's proposal shall indicate any specific burdens which may be applied to ODC's. This amount must be included in the total cost for each period indicated.

B.1 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to (TO BE FILLED IN AT AWARD percent (%) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

B.2 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "Limitation of Cost" (FAR 52.232-20) or "Limitation of Funds" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

B.3 FEE, COST PLUS FIXED FEE INDEFINITE QUANTITY TYPE CONTRACTS (NSWCIHD) (APR 97)

The percentage of fee applicable to delivery orders will be the same as the fee established in the basic contract.

B.4 TRAVEL COSTS - ALTERNATE I (NAVSEA) (NOV 1996)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) The Contractor shall not be reimbursed for:

(i) relocation costs and travel costs incident to relocation as defined in FAR 31.205-35; and/or

(ii) the following daily local travel costs:

- travel at U.S. Military Installation where Government transportation is available,
- travel performed for personal convenience/errands, including commuting to and from work, and
- travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

B.5 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term residual dollar amount shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposed of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK:

1.0 INTRODUCTION

The Indian Head Division, Naval Surface Warfare Center (IHD/NSWC) requires analytical, engineering and technical services to support tasking in developing weapon system/subsystem concept of operations, performing operations analysis, conducting mission effectiveness evaluations, performing financial analysis, developing mathematical models and simulation development for various military weapon systems and subsystems. This work shall support programs for the Air Force, Navy, Army and other DoD customers.

IHD/NSWC requires contractor support to meet these requirements since the demand for specific analytical and engineering support exceeds the capability of the IHD/NSWC staff to provide the required services.

1.2 Scope

Required support shall be provided in accordance with specific individual written delivery orders issued by IHD/NSWC within the general scope of this contract.

This statement of work prescribes all materials and services required to provide weapon system/subsystem concepts of operations, operations analysis, mission effectiveness evaluations, financial analysis, and mathematical/simulation modeling in support of weapon systems, war gaming, training, performance predictions, decision support systems (DDSs) and/or readiness evaluation systems.

2.0 REFERENCE DOCUMENTS

All Military and Federal standards shall be used as a guide only.

DI-MGMT-80227	Contractor's Progress Status and Management Report
DI-MISC-80508	Technical Report- Study/Services
DI-ADMIN-81249A	Conference Agenda
DI-ADMIN-81250A	Conference Minutes
DI-MISC-80711	Scientific and Technical Report

3.0 REQUIREMENTS

The contractor is required to provide all analytical, engineering and technical services and products to include personnel, material, services, and facilities to perform the tasks described herein. The task statements are meant to be descriptive, not specific. The specific work will be identified in the delivery orders placed against this contract.

3.1 Mathematical Modeling Support

3.1.1 Development of Mathematical and Statistical Models

The contractor shall develop theoretical and empirical mathematical and/or statistical models for dynamic systems.

3.1.1.1 Modeling tasks shall include but not be limited to investigations to gather empirical data; definitions of modeling and fidelity requirements; and, the development of mathematical representations that meet all modeling goals. Empirical data may be collected from various sources such as: manufacturers published technical data; commercial publications; laws of physics/electronics/aerodynamics, etc.; and/or physical observations.

3.1.1.2 Mathematical representations may be required for applications including, but not limited to modeling physical behavior of systems; modeling vehicle dynamics; predicting the operation of a complex weapon systems; predicting failure modes, effects and trends; predicting system performance characteristics; and modeling terrain and

battlefield engagements and outcomes. Specific examples include: equation of motion derivations; aerodynamic force and moment coefficients estimation; ground reaction force modeling; control system modeling; and atmospheric modeling. Mathematical techniques shall include: Computational Fluid Dynamics (CFD); numerical methods for ordinary and partial differential equations; stochastic system modeling; and, statistical methodologies for the design and analysis of experiments. The models shall be expressed in standard mathematical terms for subsequent use in decision support, prediction, simulation and training systems.

3.1.1.3 The contractor shall be required to develop test criteria and test data to test the fidelity requirements of developed models. The contractor shall conduct fidelity testing that verifies all math model requirements. Examples of models includes models for dynamic mode predictions for high performance military aircraft (F-14 and Joint Strike Fighter); total airframe performance modeling of Unmanned Aerial Vehicles (Pioneer and Hunter); equipment maintenance models for AEGIS weapon system components; and, vehicle and terrain dynamic models for heavy armored vehicles (M1A2).

Reports shall be submitted in accordance with (IAW), Scientific and Technical Report, DI-MISC-80711, (Advisory).

3.2 Development and Implementation of Simulation Models

The contractor shall design and develop single purpose and automated simulation models that implement real-time dynamic math models and/or statistical models into new or existing systems. Tasks may include the development of computer algorithms; tiered data tables; visual data bases; and electronic simulation. Applications may include simulations for weapon systems, war gaming, training, performance predictions, decision support systems, and/or readiness evaluations. Simulation models may include applications for flight dynamics, ground vehicle dynamics, equations of motion, lethality effects, environmental characteristics and general performance predictions. The contractor may be required to develop simulation model documentation, test plans and test procedures, and implementation training.

Reports shall be submitted IAW, Technical Report - Study/Services, DI-MISC-80508, (Advisory).

3.2.1 Simulation Implementation

The Contractor shall be required to develop prototypes and/ or limited productions of complete simulations utilized for war gaming, training, performance predictions, decision support and readiness evaluations. Tasking shall include simulation design; simulation development; integration into the target system; simulation documentation; performance testing; and, installation at the sponsor site(s). Simulations may be developed for stand-alone use or embedded into larger scale systems and devices. The contractor may be required to develop simulations utilizing stand-alone computer workstations, local area networks and specialized COTS data acquisition/data conversion equipment. Simulations shall accurately model and portray all characteristics desired for each selected simulation.

Reports shall be submitted IAW, Technical Report - Study/Services, DI-MISC-80508, (Advisory).

3.2.2 Verification and Validation of Models and Simulations

The contractor shall be required to independently develop comprehensive test plans and detailed test procedures to test the accuracy and fidelity of mathematical models and operational simulations. Tasking shall include developing verification test plans, developing test data, conducting tests, and math model/simulation verification.

Reports shall be submitted IAW, Technical Report - Study/Services, DI-MISC-80508, (Advisory).

3.3 Operations Analysis Support

3.3.1 Weapon System Concepts of Operations

3.3.1.1 The Contractor shall perform the research, analysis, and synthesis required to develop Concepts of Operations and Concepts of Employment for new or envisioned weapon systems and weapon system upgrades. The Contractor shall utilize draft government requirements documents such as draft Mission Need Statement (MNS) and draft Operational Requirements Document (ORD) and any existing draft performance specifications as the basis to develop operationally-oriented Concepts of Operations.

3.3.1.2 The Contractor shall perform weapon system Operations Analysis tasks as part of the synthesis process leading to the development of the Concept of Operations. Combinations of weapons system design trade studies and operational warfighting mission requirements shall be subjected to rigorous analytical efforts to determine the best operational performance at least cost for contemplated weapon system upgrades.

3.3.1.3 The Contractor must utilize its in-house leading-edge and historical in-depth weapon system knowledge and experience in the analysis, development and synthesis of Concepts of Operations on specific weapons systems and subsystems. The contractor's weapon system subject matter experts must utilize their in-depth knowledge and experience of operational warfighting mission requirements to perform the synthesis required to develop the Concepts of Operations. The Contractor may be required to develop and generate classified Concepts of Operations as appropriate.

Reports shall be submitted IAW, Technical Report - Study/Services, DI-MISC-80508, (Advisory).

3.4 System Analysis and Concept Definition

3.4.1 The Contractor shall perform requirement evaluation and concept definition for weapons system components, instrumentation, test equipment, and displays. Assessments must consider human factors engineering for tactical systems, mission requirements, and the benefits of each competing technology.

3.4.2 The Contractor shall be required to develop weapon system and weapon subsystem operational requirements, develop employment concepts, and develop top-level system architecture definitions for tactical and training systems. The Contractor shall utilize and interpret modeling and simulation components to assist in this system analysis and concept definition. This includes the validation of assumptions and the implementation of models and simulations supporting weapon system concept definition.

3.4.3 The Contractor shall identify applicability of new technologies to older weapons systems, ships and aircraft, and to expand these technologies to new platforms. The Contractor shall perform analytical trade studies to develop and/or evaluate alternative system architecture designs to meet operational requirements for weapons system modernization programs. The Contractor shall be required to utilize decision support tools in conjunction with attribute development to determine recommended R&D investment prioritization and tracability. The Contractor may also be required to perform test and evaluation planning for the Government for these new technology programs.

3.4.4 The Contractor shall be required to utilize its leading edge and historical knowledge and experience in weapons system and weapons subsystem operational requirements development; utilize decision support tools in conjunction with weapon system attribute

development; and, perform analytical trade studies supporting operational requirements development and weapon system architecture development.

Reports shall be submitted IAW, Technical Report - Study/Services, DI-MISC-80508, (Advisory).

3.5 Mission Effectiveness Analysis

The Contractor shall perform analysis of weapon system operational effectiveness through the development of measures of effectiveness (MOEs) and measures of performance (MOPs). The Contractor shall be required to utilize MOEs and MOPs in the effectiveness analyses on designated new or upgraded weapons systems and subsystems.

The Contractor shall be required to utilize its current in-depth experience in operational mission effectiveness analysis of weapon systems to develop detailed MOEs and MOPs.

3.6 Weapon System Program Financial Analysis

The contractor shall be required to demonstrate that it has current in-depth experience in the budgetary and requirements development process for weapon system and subsystem acquisition process. The contractor may be required to develop and implement specialized military requirements and acquisition process training. The contractor shall provide the necessary subject matter knowledge, design, development and implementation of training systems, job performance aids, and decision support systems for Government requirements and acquisition personnel.

3.7 Program Decision and Cost Analysis

The contractor shall perform program investment assessments with knowledge of the DoD decision making, procurement and budget processes. Analyses shall be conducted on weapon system procurement plans, modernization plans, engineering change proposals and new technology insertions to assess cost effectiveness. The contractor shall recommend changes to Government and/or Contractor project plans to enhance program operations and executability. Additionally, the contractor shall perform cost analysis to support the program investment plans. Deliverable products shall be assessments of program investment and associated cost and affordability analyses. Reports shall be submitted IAW, Technical Report - Study/Services, DI-MISC-80508, (Advisory).

The Contractor may be required to perform analyses to combine contractor, Government and in-house investment processes into composite weapons cost effectiveness analyses. Tasking may include technical participation as a member of service cost advisory groups.

3.8 Data Analysis and Generation

The contractor shall provide data analysis and generation for programs in accordance with issued delivery orders. Tasks shall include, but are not limited to, one or more of the following:

3.8.1 Provide technical support and input for the preparation, revision, proofing, and issuance of design specifications and standards which fully define the performance, material, manufacturing process, and test requirements for the specified systems.

3.8.2 Organize, analyze, and coordinate program and research data to aid in the overall program design and definition.

3.8.3 Provide technical support and input to develop source data that shall be utilized to produce technical reports.

3.8.4 Provide support for the preparation of presentation data packages that shall be used by the cognizant DoD activity to develop technical and program briefings.

3.8.5 Provide support and technical assistance in the receipt, development, evaluation, and delivery of digital data in accordance with Computer Aided Logistics Systems (CALS) initiatives, in support of both Government and contractor operations. Assist contractors

as required to facilitate the appropriate methods and media of data receipt and delivery, including on-line access and data transfer, if required.

3.8.6 Establish protocols for and maintain as required necessary databases in support of all efforts related to this contract, in CALS-compliant formats when appropriate, including, but not limited to, Logistic Support Analysis Record (LSAR), Failure Reporting and Corrective Action System (FRACAS), Reliability and Maintainability (R&M) databases, technical drawing libraries, provisioning databases, technical orders/technical manuals, etc. Provide instruction to personnel requiring access and use of these databases as required. Provide on-line access to these databases if required in accordance with accepted security and data management practices, ensuring the confidentiality of appropriate data for both Government and contractor data. Manage the databases in accordance with accepted Configuration Management (CM) practices, as well as provide CM assistance as required to both Government and contractor activities.

Results of this effort shall be submitted IAW, Technical Report-Study/Services, DI-MISC-80508 (Advisory).

3.9 Meetings

Periodic meetings between the Government and the contractor shall be necessary to facilitate program management, technical exchanges and planning efforts. The dates, times and locations of such meetings and technical conferences shall be determined by mutual agreement between the contractor and the Government as required by individual delivery orders. For all meetings the contractor shall develop a conference agenda, IAW, DI-ADMIN-81249A, (Advisory), and meeting minutes, IAW, DI-ADMIN-81250A, (Advisory), as required. Additionally, the contractor shall prepare monthly status reports IAW, Contractor's Progress, Status and Management Report, DI-MGMT-80227, (Advisory).

3.10 Materials

With the exception of Government Furnished Materials (GFM), the contractor shall provide the materials required to perform the tasks identified in this SOW. Upon completion of a delivery order where GFM is provided, and unless otherwise directed by the Government, all GFM shall be returned to the Government upon task completion.

4.0 REPORTS AND DATA

4.1 The contractor shall submit monthly status reports, *Contractor's Progress, Status and Management Report*, (DI-MGMT-80227) (Advisory), indicating the work accomplished, status and cost to include, contractor's name and address; contract number; date of report; period covered by report; man-hours expended for the reporting period, and cumulatively during the contract; cost curves portraying actual/projected conditions through contract; cost incurred for the reporting period and total contractual expenditures as of report date; description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract; trips and significant results; and plans for activities during the following period.

4.2 The contractor shall provide IHD-NSWC the following deliverables in accordance with the contract data requirements list (CDRLs) and the Data Item Description (DID) (Advisory) provided under each individual delivery order. The following types of data are expected to be required under individual delivery orders:

Technical Report - Study/Services, on an as required basis, in accordance with DI-MISC-80508, (Advisory).

Conference Agenda, on an as required basis, in accordance with DI-ADMIN-81249A, (Advisory).

Conference Minutes, on an as required basis, in accordance with DI-ADMIN-81250A, (Advisory).

Scientific Technical Report, on an as required basis, in accordance with DI-MISC-80711, (Advisory).

4.3 Delivery of Data

Data shall be delivered to CDRLs destinations in accordance with schedules and instructions set forth in each delivery order.

5.0 TRAVEL

In performance of this contract and subsequent delivery orders, the contractor shall be required to travel. Specific travel requirements will be negotiated in each individual delivery order as required.

6.0 DISCLAIMER STATEMENT

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinions and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DoD) position, policy, or decision unless so designated by other official documentation."

7.0 SECURITY

All Key Personnel associated with this contract shall have a DoD "Secret" clearance. The contractor shall have access to information and compartments with a "secret" classification. All deliverables associated with this SOW are currently "Unclassified".

This contract will require access to FOR OFFICIAL USE ONLY INFORMATION. The contractor shall provide adequate physical protection to unclassified (For Official Use Only) information so as to preclude access by any person or entity not authorized such access by the U.S. Government. Classification markings on source document specify the required classification and protection. For Classification and Marking follow Chapter 4, NISPOM. DD 254 WILL BE ATTACHED TO CONTRACT UPON AWARD.

C.2 Personnel Qualifications (Minimum) (MAY 1997)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

The specialized experience included, as part of the required qualifications shall have been obtained in the fields of endeavor indicated by the applicable labor categories listed below. Unless stated otherwise in the individual labor category, experience must also be within the last five years.

The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. All key personnel proposed for each labor category below shall have or be capable of obtaining a security clearance rating of SECRET.

Labor Categories (Minimum Requirements):

PROGRAM MANAGER (Key Personnel)

Position requires a bachelor's degree with fifteen (15) years qualifying, related experience. Five (5) years of this experience must be in the direction and management of Government funded programs in industry with ten or more individuals.

The candidate must have the capability and demonstrated industry experience in planning, directing and coordinating the activities of administration and program control. Must supervise technical personnel to complete tasks relating to complex problem solving, systems design, cost effectiveness analyses, and simulation development. Qualifying, related experience for program management of large-scale military and federal government systems includes demonstrated recent industry experience in: system (program) requirements definition; work planning; budget development; fiscal control; scheduling; task control; work progress assessments; contract management; subcontractor/vendor management; client communications; and, staff recruiting/development and personnel communications.

SENIOR MATH MODELER (Key Personnel)

Position requires a Ph.D. in a recognized engineering, scientific, or technical discipline is required with five (5) years of qualifying, related experience. Degrees in applied mathematics or aerospace engineering are preferred. A Master's of Science degree may be

substituted with a total of ten (10) years of qualifying related experience. This is a senior level position requiring the analysis and solution generation to complex mathematical problems, working with a minimum of supervision.

The candidate must demonstrate qualifying related modeling experience in each of the following: complex theoretical and empirical mathematical models for dynamic systems; demonstrated experience developing complex simulation models using computational fluid dynamics (CFD); stochastic modeling; modeling using numerical methods for solving ordinary differential equations (ODEs); and, modeling using numeric methods for partial differential equations (PDEs).

The candidate must demonstrate qualifying related math modeling experience in the methods listed above for: generation of vehicle dynamics for aircraft and ground vehicles and weapon systems; statistical methods for experimental design; reaction force, aerodynamic force and moment coefficient modeling; atmospheric modeling, control system modeling, experimental design and analysis including analysis of variance; equation of motion derivation; and, monte carlo simulations.

SENIOR SIMULATION ENGINEER (Key Personnel)

Position requires a bachelor's degree in computer science, mathematics, sciences or an engineering discipline with ten (10) years of qualifying, related experience in industry. An AS degree in a technical field may be substituted with a total of fifteen (15) years of qualifying, related experience in industry.

This position requires the ability and the demonstrated industrial experience to independently develop simulation products. Qualifying, related experience shall include the development of the following for military aircraft and weapon systems: simulation system specifications; preliminary and final (detailed) electronic and digital designs; detailed system architectures; digital software code; interface designs/design documents; system test plans/test procedures; and engineering documentation. Experience must include hands-on experience through all phases of simulation systems development including: system concept formulation; technology trade-off analyses; system design; system development; system test; system implementation; and life cycle maintenance. The candidate must have demonstrated hands-on experience designing and integrating simulation systems using real-time data conversion equipment; visual systems; COTS displays; high-end digital computing equipment; digital audio systems; digital networks; and custom sensors and analog instrumentation.

SENIOR SIMULATION SCIENTIST (Key Personnel)

Position requires a doctorate degree in a recognized scientific or engineering discipline with ten (10) years of directly related qualifying industrial experience. A master's degree in a recognized scientific or engineering discipline may be substituted with a total of fifteen (15) years of directly related qualifying experience in industry. Five (5) years of this experience must be in the technical direction and project leadership of the technical team.

Qualifying related experience must include the designing, implementing, testing and documenting complex dynamic simulations for military aircraft, vehicles and weapon systems. Experience must be demonstrated in the development of simulation for use in data reduction/decision support, war gaming, performance prediction, readiness, and advanced military training applications.

Qualifying related experience in industry shall include hands-on technical leadership/involvement in: the research, development, test and evaluation (RDT&E) of digital electronic systems with complex simulations; concept formulation of advanced military

instrumentation systems; aircraft, avionics and weapon system modeling; and, integration of military and commercial hardware with data systems and advanced visual and display systems. Requires hands-on experience in the design and integration of COTS and custom digital and analog electronic components for simulation systems. The candidate shall be required to demonstrate qualifying experience in each of the following on military and/or large-scale federal agency programs: level of fidelity analysis/design; simulation empirical data collection/data reduction; development/implementation of real-time simulation architectures in electronic and digital systems; domain engineering/simulation reuse; implementation/test of mathematical/simulation models; and the development of working interactive simulations for military weapon systems with real-time queries and responses.

SIMULATION ENGINEER

Position requires a bachelor's degree in a scientific or technical discipline with six (6) years of qualifying, related experience. An associate degree with technical studies may be substituted with a total of ten (10) years of qualifying related experience.

This is a mid-level position requiring senior level supervision to develop top-level and detailed engineering designs, and develop optimized engineering solutions to complex problems. Qualifying related experience includes participation in developing assigned portions of: system specifications; development of system and subsystem designs; system architectures; system development; system integration; generating valid test data; system level test; and, engineering documentation. All qualifying experience must include related work for military aircraft, weapon systems and other DoD programs.

JUNIOR SIMULATION ENGINEER

Position requires a bachelor's degree in a scientific or technical discipline with two (2) years of qualifying, related experience. An associate degree with technical studies may be substituted with a total of five (5) years of qualifying related experience.

Qualifying related experience includes participation in developing assigned portions of: system specifications; development of system and subsystem designs; system architectures; system development; system integration; generating valid test data; system level test; and, engineering documentation. All qualifying experience must include related work for military aircraft, weapon systems and other DoD programs.

SENIOR MILITARY REQUIREMENTS ANALYST (Key Personnel)

Position requires a master's degree with ten (10) years qualifying, related experience. A bachelor's degree in Business or Systems Analysis may be substituted with fifteen (15) years of qualifying, related experience. This is a senior level position requiring analysis and solutions to complex requirements development issues for current and future weapon systems using the candidate's operational experience and knowledge of leading edge weapon systems and their tactical applications.

Position requires in-depth operational and tactical experience with specific weapon systems as a hands-on subject matter expert. Qualifying related experience must include a minimum of four (4) years of direct military experience as a senior developer of warfighting requirements for modern weapon systems and/or technical upgrades to these systems. The candidate must demonstrate experience in developing Mission Needs Statements (MNS) or Operational Requirements Documents (ORD) for large-scale weapon systems, systems modernization and upgrades. Experience in developing weapon system Concept of Operations is desired. Former military manager with experience in weapons system development and operations is required.

SENIOR OPERATIONS ANALYST (Key Personnel)

Position requires a master's degree in Operations Research with ten (10) years qualifying, related experience. A bachelor's degree in Business or Systems Analysis may be substituted with a total of fifteen years (15) years of qualifying, related experience. This is a senior level position requiring analysis and solutions to complex operational problems of military weapon systems.

Position requires specific weapon system operational experience as a subject matter expert in specific weapon system operation and tactical capabilities. Qualifying related experience includes developing solutions to major military aircraft, weapons or C4I operational analysis problems. A minimum of three (3) years experience in developing Concept of Operations for major weapon systems and system modernization programs is required. Experience in utilizing, interpreting and verifying weapon system modeling and simulation components is desired. Former military manager with warfighting experience and a firm understanding of all phases of weapons system development and operations is required.

SENIOR SYSTEMS REQUIREMENTS ENGINEER (Key Personnel)

Position requires a bachelor's degree in engineering or industrial engineering with ten years (10) years qualifying, related experience. This is a senior level position requiring analysis and solutions to complex operational and engineering problems on military weapon systems and subsystems.

Qualifying related experience includes five (5) years engineering experience performing design-level engineering work for specific weapon systems development. The candidate must demonstrate experience in requirements generation relating to weapon system performance, operating environment, operational characteristics, transportability, reliability, lethality, and life cycle maintenance. A graduate of the engineering Test Pilot School or Defense Systems Management College is highly desired. Former military manager with experience in weapons system development and operations is desired.

FINANCIAL ANALYST

Position requires a master's degree in Business Administration with ten (10) years qualifying, related experience. A bachelor's degree in Business may be substituted with a total of fifteen years (15) years of qualifying, related experience. This is a senior level position requiring analysis and solutions to complex financial, cost and organizational problems.

Qualifying, related experience includes a minimum of five (5) years of recent experience in applying business / financial skills to developmental weapon systems and/or weapon system modernization. Experience shall include performance of cost and financial analysis of both contractors and Government activities. Individual must have demonstrated experience and competency in weapons system cost analysis and in the Planning, Programming and Budgeting System (PPBS). The candidate must demonstrate experience and a thorough knowledge of cost accounting principles and weapon system costing and funds management. Must be experienced in design, development and application of financial tracking systems. Military experience in understanding weapons system development and costing is desired.

INSTRUMENTATION ANALYST

Position requires a bachelor's degree and ten (10) years of qualifying related experience. An associate degree in a technical discipline may be substituted with a total of fifteen (15) years of qualifying, related experience.

The candidate must be capable of designing, implementing and using digital electronic and analog sensors and instrumentation for use in simulations and simulation systems for DoD applications. Must be experienced in commercial standards such as electrical/electronic safety practices, IEEE digital interface protocols, and commercial assembly practices. Qualifying experience includes: development of digital and/or analog designs for instrumentation/data collection; mechanical/electronic packaging, configuring and implementing COTS equipment for data collection/manipulation; researching, specifying and prototyping electrical and mechanical components for data acquisition/manipulation in simulation systems.

ANALYST

Position requires a bachelor's degree and five (5) years of qualifying related experience. An associate degree may be substituted with eight (8) years of qualifying, related experience.

Qualifying related experience includes analysis and problem solving leading to solutions to complex problems in weapon systems and associated support equipment. Qualifying experience includes: analysis of system requirements; developing assigned portions of system specifications; development of system and subsystem designs; developing supporting technical documentation; developing system level test data; conducting testing; and, verification of systems.

GRAPHIC DATA BASE DEVELOPER

Position requires an associate degree or technical training with a minimum of eight (8) years of qualifying related experience. This is a senior level position, which requires little supervision and guidance. Candidates for this position shall be recognized for their initiative, technical skills and their superior graphic art capability.

Qualifying related experience includes the development of complex 2D and 3D graphic objects in a variety of high-resolution formats on high-end computer workstations. The candidate must have qualifying experience and be completely proficient in high end COTS drawing packages, data base management tools, HTML programming/application development, CAD software, and current internet/intranet conventions, protocols and defacto standards. Must be thoroughly experienced in graphic digital scanning, transfer, storage and manipulation techniques. Qualifying, related experience includes military aircraft simulation, weapon system simulation, visual data base systems, interactive courseware and intranet development.

INSTRUMENTATION TECHNICIAN

Position requires an associate degree or formal technical training with three (3) years of qualifying related experience.

The candidate must be experienced in performing electronic assembly; installations; and alignment/repair of electronic systems. Must be able to read and correctly interpret engineering, electronic and schematic diagrams; perform electronic and mechanical tests in accordance with developed, written procedures; demonstrate proficiency in utilization of common electrical and hand tools and test equipment; and configure, install and use digital and analog sensors and instrumentation which typically includes thermocouples, strain/stress gauges; vibration sensors, accelerometers, and digital I/O conversion

equipment. Qualifying experience includes electronic technician work for military and DoD simulation systems, tactical weapon systems, and digital electronic networks and computing systems.

ADMINISTRATIVE ASSISTANT

Position requires an associate degree with one (1) year related experience or a high school diploma with three (3) years of related experience. Experience must include administrative support to technical programs, assisting report preparation and publication, word processing, vendor purchase order preparation, and basic cost data management. Knowledge and operation of office productivity systems is required. Requires knowledge of Government program report requirements and formats.

C.3 DEFINITIONS AND NOTES

1. Associate/Consultant - The term associate/consultant as used in this solicitation is defined as an expert/specialist whose expertise is required to assist/support the contractor's own team in the performance of a task order. These specialized associate/consultant subcontract services shall be incidental to the contractor's performance. In accordance with FAR 52.244-3, written approval of an associate/consultant shall be obtained from the contracting officer prior to use of the associate/consultant's services. Associate/consultants need not be identified upon submission of offeror's original proposal upon which award will be based; however they must be identified in the proposals submitted in response to task orders issued under this contract.

2. Guaranteed Minimum - The guaranteed minimum shall be \$30,000.00 applicable to the base year only.

C.4. SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

The Contractor shall comply with those **Single Process Initiative** (SPI) processes incorporated in this contract and identified as substitutes for specified requirements stipulated herein.

SECTION D - PACKAGING AND MARKING

D.1 MARKING OF SHIPMENTS (COMMERCIALLY PACKAGED ITEMS) (IHD/NSWC)

(a) Marking shall be in accordance with ASTM D 3951-90, "Commercial Packaging of Supplies and Equipment."

(b) Additional markings are stated below:

Contract No: N00174-

Bldg: NAVSEALOGCENDETLAN

Code: ND022

*Note: When the item is over 1000 lbs the contractor is to stencil the weight on the crate

D.2 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
(Name of Individual Sponsor)
(Name of Requiring Activity)
(City and State)

D.3 DATA PACKAGING LANGUAGE

All data shall be prepared for shipment in accordance with best commercial practice.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.246-5 Inspection of Services--Cost-Reimbursement. APR 1984

E.2 VERIFICATION OF SERVICES AND TIME RECORDS (IHD/NSWC)

(a) The performance of work and the assignment of personnel hereunder shall be subject to random verification by the Government from time to time during the effective period of the contract. The purpose of such inspection is to assure the qualifications of assigned personnel, verify the categories of labor being utilized, ascertain the accuracy of time and labor charges, preserve the identification of Government equipment and/or parts and material acquired for Government use and otherwise verify compliance with contractual requirements.

(b) In this regard the Contractor recognizes the Government's right to conduct random "checks" provided such are made during reasonable hours of the workday and do not unduly delay or inhibit workflow or Contractor performance. The Contractor agrees to make available, upon request, to cognizant Government personnel, appropriate resumes, individual labor category classifications, pertinent time cards and payroll records and such other contract associated records as may be reasonably required to substantiate contract compliance.

(c) When review of work in-process is determined necessary by the Contracting Officer, the Government reserves the right to conduct this review at the Contractor's plant or to require the Contractor to bring work-in-process to the Indian Head Division, Naval Surface Warfare Center for review.

E.3 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (NAVSEA)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(DD 1423s shall be attached to individual delivery orders.)

E.4 INSPECTION AND ACCEPTANCE (DESTINATION) (JAN 92) (IHDNSWC)

Inspection and Acceptance of the supplies or services to be furnished hereunder shall be made at destination by the receiving activity.

F.1 52.211-8 Time of Delivery. JUL 1995
(REQUIRED DELIVERY SCHEDULE
WILL BE SPECIFIED IN INDIVIDUAL DELIVERY ORDERS)

F.2	52.242-15	Stop-Work Order. (AUG 1989) -- Alternate I	APR 1984
F.3	52.247-34	F.O.B. Destination	NOV 1991
F.4	52.247-55	F.o.b. Point for Delivery of Government-Furnished Property.	APR 1984

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the other requirements of the contract, he/she shall immediately and simultaneously notify in writing, both the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The written notice should give pertinent details; provided, however, that this data shall be informational only in character and that its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of compliance with other requirements by the contractor or (c) of any other rights or remedies provided to the Government by law or under this contract.

(a) The articles to be furnished hereunder shall be delivered all transportation charges paid by the contractor to:

(b) Proposals submitted on a basis other than F.O.B. Destination will be rejected as nonresponsive and proposals may be deemed unacceptable.

The effort to be performed under this contract shall be completed within a period of [36] months (if all options are exercised) beginning with the effective date of this contract. The total period of performance, including delivery of data, shall be for a duration of [36] months (if all options are exercised) beginning with the effective date of this contract.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified under each individual delivery order.

G.1 252.242-7000 Postaward Conference. DEC 1991

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

[X]unless delivery orders are applicable, in which case invoices will be segregated

by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the Contracting Officer's Representative]. Following verification, the [contract auditor*] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [30] calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

- [] is required with each invoice submittal.
- [] is required only with the final invoice.
- [X] is not required.

(f) A Certificate of Performance

- [X] shall be provided with each invoice submittal.
- [] is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

* In contracts with the Canadian Commercial Corporation, substitute "Administrative Contracting Officer" for "contract auditor".

** Check appropriate requirements.

G.3 DELEGATION OF AUTHORITY FOR CONTRACT ADMINISTRATION (IHD/NSWC)

The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Region is hereby designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished hereunder, technical cognizance is retained by the Indian Head Division, Naval Surface Warfare Center, Indian Head, Maryland.

G.4 INDIAN HEAD DIVISION, NAVAL SURFACE WARFARE CENTER HOURS OF OPERATION AND HOLIDAY SCHEDULE (IHD/NSWC)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the Naval Surface Warfare Center. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for Indian Head Division, Naval Surface Warfare Center are:

HOLIDAY	DATE OF OBSERVANCE
New Year's Day	1 January (Wednesday)*
Martin Luther King's Birthday	20 January (Monday)*
President's Day	17 February (Monday)*
Memorial Day	26 May (Monday)*
Independence Day	4 July (Friday)*
Labor Day	1 September (Monday)*
Columbus Day	13 October (Monday)*
Veteran's Day	11 November (Tuesday)*
Thanksgiving Day	27 November (Thursday)*
Christmas Day	25 December (Thursday)*

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

3. The hours of operation for the Purchase Division and Receiving Branch are as follows:

AREA	FROM	TO
Purchase Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	8:00 A.M. 12:30 P.M.	11:30 A.M. 2:00 P.M.

If you intend to visit the Purchase Division, it is advised that you call for an appointment at least 24 hours in advance.

G.5 COMMUNICATIONS (IHD/NSWC)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the contracting officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and not with standing provisions contained elsewhere in this contract, the authority remains solely the contracting officer's. In the event the contractor effects any changes at the direction of any person other than the contracting officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the contracting officer is:

NAME [DAVID E. HALL]
ADDRESS [101 STRAUSS AVE, INDIAN HEAD, MARYLAND 20640]
TELEPHONE [(301)743-6556]

G.6 POINT OF CONTACT FOR STATUS OF INVOICES (IHD/NSWC)

The point-of-contact concerning status of invoices, or other matters relative to receipt, acceptance, or payment is Code **1141Q Stan Rye - (301)743-6273**.

G.7 DEFINITION OF STRAIGHT TIME AND OVERTIME (IHD/NSWC)

a. Straight (Regular) Time: is defined as the normal workday of eight hours per day, five days per week (Saturdays, Sundays and holidays excepted).

b. Overtime: is usually defined as any work in excess of eight hours per day or in excess of forty hours per week or work performed on Saturdays, Sundays and holidays. However overtime as defined by state laws with jurisdiction over the place of performance shall apply to this contract. Overtime shall be used only upon prior approval of the Contracting Officer.

G.8 CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

G.9 REPORTING REQUIREMENTS(FEB 1997) (NSWCIHD)

A status report shall be submitted on a monthly basis to the Procurement Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

H.2 NAVSEA 5252.216-9122 LEVEL OF EFFORT (JUL 1986)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 38,500 total man-hours for each year (for the base year and each option year, if options are exercised) of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended as directed on individual delivery orders. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee (Required LOE - Expended LOE)} \\ \text{Required LOE}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee

reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

<u>Labor Category</u>	<u>Estimated Yearly Hours</u>
Program Manager	1896
Senior Math Modeler	3792
Senior Simulation Scientist	1896
Senior Simulation Engineer	3792
Simulation Engineer	3792
Junior Simulation Engineer	1896
Senior Military Requirements Analyst	2410
Senior Operations Analyst	2410
Senior Systems Requirements Engineer	2410
Financial Analyst	1870
Instrumentation Analyst	1896
Analyst	3792
Graphic Data Base Developer	3792
Instrumentation Technician	1896
Administrative Assistant	<u>960</u>
	38,500

This same level of effort shall apply to each year of the contract, providing that all options are exercised.

H.3 NOTICE OF INCORPORATION OF SECTIONS K, L, AND M (IHD/NSWC)

The following sections of the solicitation will not be distributed with the contract; however, they are incorporated in and form a part of the resultant contract as though furnished in full text therewith:

SECTION	TITLE
K	Representations, Certifications and Other Statements of Offerors (Bidders)
L	Instructions, Conditions, and Notices to Offerors (Bidders)
M	Evaluation Factors for Award

H.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (IHD/NSWC)

(a) The COR for this contract is:

Name: Joe T. McClure
Mailing Address: Code 655M
101 Strauss Ave
INDIAN HEAD, MD 20640-0100

Code: 655M Telephone No.: (301)743-4688 ext. 276

Alternate COR: Maria A. Gonzalez
Code 655N (301)743-4688 ext. 295

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the contract (or delivery order).

(d) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the contract (or in the case of a delivery order, until the ordering officer has issued a modification to the delivery order); or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

H.5 TYPES OF DELIVERY ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS (FEB 1997) (NSWCIHD)

(a) The following types of delivery orders will be issued under this contract: COST PLUS FIXED FEE Level of Effort.

H.6 GOVERNMENT-FURNISHED PROPERTY (FEB 1997) (NSWCIHD)

(a) The Government will furnish the following property to the Contractor for use in performance of this contract in accordance with the following schedule:

TO BE SPECIFIED UNDER INDIVIDUAL DELIVERY ORDERS.

(b) The property will be delivered at the Governments expense at or near (**The contractor is to insert the address, city or town and state in which the plant is located; and if**

rail transportation is specified in paragraph (a) above, the exact location of private siding or public team tract at which rail shipments will be received, as well as the name of the railroad(s)):

(c) Only the property listed above in the quantity shown will be furnished by the Government. All other property required for performance of this contract shall be furnished by the contractor.

(d) Within 30 days after Government furnished property is determined by the contractor to be lost, damaged, destroyed, no longer usable, or no longer needed for the performance of the contract, the Contractor shall notify the Contracting Officer, in writing, thereof.

H.7 NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H.8 NAVSEA 5252.216-9112 ORDERS (COST-PLUS-FIXED-FEE) (NOV 1996)

(a) General. Orders for supplies or services specified in Section B of the Schedule may be issued by the Contracting Officer at any time during the effective period of this agreement. Except as otherwise provided in paragraph (e) of this clause, the Contractor agrees to accept and perform orders issued by the Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation under the terms of this agreement to issue any orders. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary to accomplish the work specified in each order issued hereunder; provided, however, that this agreement shall not be used for the furnishing of supplies or services which are covered by any "guaranty" or "warranty" clause(s) of the contract(s) under which the supplies were manufactured. In the event of any inconsistency between any order and this agreement, this agreement shall control. All the requirements of this agreement shall be applicable to all orders issued hereunder. Wherever the word "contract" appears in this agreement, it shall be deemed to include within its meaning the word "order", and each order shall be considered a separate binding contract as of its effective date. The Contractor shall segregate the costs incurred in the performance of any order issued hereunder from the costs of all other orders issued under this agreement.

(b) Ordering. Orders and revisions thereto shall be made in writing and be signed by any authorized Contracting officer cited in paragraph (i). Each order shall:

(1) set forth detailed specifications or requirements for the supplies or services being ordered, (or reference applicable specifications or requirements in Section C of this agreement), and, if applicable, shall refer to the appropriate item under Section B of this agreement;

(2) set forth quantities being ordered;

- (3) set forth preservation, packaging and packing instructions, if any;
 - (4) set forth delivery or performance dates;
 - (5) designate the place(s) where inspection and acceptance will be made by the Government;
 - (6) set forth the estimated cost and fixed fee or, in the case of an undefinitized order, the definitization schedule and both the monetary limitation on Government liability for the undefinitized order and the maximum ceiling amount at which the order may be definitized;
 - (7) set forth appropriation and accounting data for the work being ordered;
 - (8) be dated;
 - (9) be identified by number in accordance with DFARS 204.7004;
 - (10) set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor;
 - (11) set forth the disbursing office where payment is to be made and other applicable contract administration data;
 - (12) cite the applicable circumstance or exception and the justification control number. orders for items not identified in the class justification, or an individual justification and the basic ordering agreement are unauthorized;
 - (13) be issued on an SF 26 or DD Form 1155; and
 - (14) set forth any other pertinent information.
- (c) Priced Orders. Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work on an order until the estimated cost and fixed fee for the order have been agreed upon by the Contracting Officer and Contractor and an order is issued by the Contracting Officer. Upon receipt of a proposed order, the Contractor shall promptly submit to the Contracting Officer a cost proposal for the work specified in the order., The Contractor shall submit a signed SF 1411 (Contract Pricing Proposal) or such other cost or pricing data as the Contracting Officer may require. Promptly after receipt of the Contractor's proposal and supporting cost or pricing data, the Contractor and the Contracting Officer shall negotiate and agree upon the estimated cost, fixed fee, and delivery schedule for the work being ordered. The estimated cost, fixed fee, and delivery schedule, as agreed upon, shall be set forth in the priced order and the order shall be signed by both the Contracting officer and the Contractor. Upon receipt of the priced order, the Contractor shall promptly commence work and shall diligently complete it.
- (d) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, the Contracting officer may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation on Government liability, a maximum ceiling amount, and a schedule for definitization of the order, as described in subparagraph (f)(2) below. Upon request, the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum amount (including fee) at which the order may be definitized. Except as provided in paragraph (e) below, the Contractor shall commence performance of the order upon receipt. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(e) Rejection of Unilateral orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order or if it does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen (15) days of issuance of the order the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(f) Definitization of Undefined Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the CPFF and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) other mutually agreeable clauses, terms and/or conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor shall submit a cost proposal with sufficient data to support the accuracy and derivation of its CPFF proposal; and, when required by FAR or the Contracting Officer, cost or pricing data, including SF 1411. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The CPFF agreed upon shall be set forth in a bilateral modification to the order. In no event shall the CPFF exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds obligated by the Government under the undefinitized order exceeds fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (f)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable CPFF in accordance with Subpart 15.8 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(g) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made or if such obligations are incurred, those expenditures and obligations will be at the Contractor's sole risk and expense. Further, the limitation of liability shall be the maximum Government liability if the order is terminated. The clause at FAR 52.216-24 shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (g)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the maximum ceiling amount of an undefinitized order. In the case of orders within these excepted

categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal, as defined in DFARS 217.7401 to definitize an order before the Government obligated fifty percent (50%) of the maximum ceiling amount, the Contracting Officer may increase the limitation of Government Liability up to no more than seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the total CPFF proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to definitization.

SECTION I - CONTRACT CLAUSES

I.1 252.201-7000 Contracting Officers Representative. (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

I.2	52.202-1	Definitions.	OCT 1995
I.3	52.203-3	Gratuities.	APR 1984
I.4	52.203-5	Covenant Against Contingent Fees.	APR 1984
I.5	52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
I.6	52.203-7	Anti-Kickback Procedures.	JUL 1995
I.7	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
I.8	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
I.9	52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
I.10	252.203-7001	Special Prohibition on Employment.	JUN 1997
I.11	252.203-7002	Display of DoD Hotline Poster.	DEC 1991
I.12	52.204-4	Printing/Copying Double-Sided on Recycled Paper.	JUN 1996
I.13	252.204-7000	Disclosure of Information.	DEC 1991
I.14	252.204-7003	Control of Government Personnel Work Product.	

		APR 1992
I.15	252.205-7000	Provision of Information to Cooperative Agreement Holders. DEC 1991
I.16	52.208-9	Contractor Use of Mandatory Sources of Supply. MAR 1996
I.17	52.209-6	Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. JUL 1995
I.18	252.209-7000	Acquisition From Subcontractors Subject to Onsite Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty. NOV 1995
I.19	252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country. SEP 1994
I.20	52.211-15	Defense Priority and Allocation Requirements. SEP 1990
I.21	52.215-2	Audit and Records - Negotiation. AUG 1996
I.22	52.215-8	Order of Precedence - Uniform Contract Format. OCT 1997
I.23	52.215-19	Notification of Ownership Changes. OCT 1997
I.24	52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications. OCT 1997
I.25	52.216-7	Allowable Cost and Payment. MAR 1997
I.26	52.216-8	Fixed Fee. MAR 1997

I.27 52.216-18 Ordering. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from [DATE OF CONTRACT AWARD] through [ONE YEAR THEREAFTER, UNLESS EXTENDED IN ACCORDANCE WITH THE OPTION PROVISIONS OF THE CONTRACT.]

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.28 52.216-19 Order Limitations. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than [\$500.00], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor -

(1) Any order for a single item in excess of [\$1,000,000.000];

(2) Any order for a combination of items in excess of [OF THE TOTAL CONTRACT CEILING FOR ANY PARTICULAR LOT; or

(3) A series of orders from the same ordering office within [7] days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government

is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [7] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.29 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after the period of performance of the basic contract has ended.

I.30 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (FEB 1997) (NSWCIH)

(a) In general, orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally priced order.

(c) The unilaterally priced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(d) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(e) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(f) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally priced order which establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests the price to be negotiated by submission of a proposal.

(g) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

I.31 52.217-9 Option to Extend the Term of the Contract. (MAR 1989)

(a) The Government may extend the term of this contract by written notice to the Contractor within [365 days after the effective date of the contract or within 365 days after exercising a previous option]; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed [60] months.

I.32	52.219-6	Notice of Total Small Business Set-Aside.	JUL 1996
I.33	52.219-8	Utilization of Small, Small Disadvantaged and Women-Owned Small Business Concerns.	JUN 1997
I.34	52.219-14	Limitations on Subcontracting.	DEC 1996

I.35	52.222-2	Payment for Overtime Premiums	JUL 1990	
I.36	52.222-3	Convict Labor.	AUG 1996	
I.37	52.222-26	Equal Opportunity.	APR 1984	
I.38	52.222-35	Affirmative Action for Special Disabled and Vietnam Era Veterans.	APR 1984	
I.39	52.222-36	Affirmative Action for Handicapped Workers.	APR 1984	
I.40	52.222-37	Employment Reports on Special Disabled Veterans and the Vietnam Era.	JAN 1988	Veterans of
I.41	52.223-2	Clean Air and Water.	APR 1984	
I.42	52.223-6	Drug-Free Workplace.	JAN 1997	
I.43	52.223-14	Toxic Chemical Release Reporting.	OCT 1996	
I.44	252.223-7004	Drug-Free Work Force.	SEP 1988	
I.45	52.225-11	Restrictions on Certain Foreign Purchases.	OCT 1996	
I.46	252.225-7012	Preference for Certain Domestic Commodities.	SEP 1997	
I.47	252.225-7025	Foreign Source Restrictions	SEP 1996	
I.48	252.225-7026	Reporting of contract performance outside the United States.	NOV 1995	
I.49	252.225-7031	Secondary Arab Boycott of Israel	JUN 1992	
I.50	52.227-1	Authorization and Consent.	JUL 1995	
I.51	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 996	
I.52	52.227-3	Patent Indemnity	APR 1984	
I.53	252.227-7013	Rights in Technical Data--Noncommercial Items.	NOV 1995	
I.54	252.227-7016	Rights in bid or proposal information.	JUN 1995	
I.55	252.227-7030	Technical Data - Withholding of Payment.	OCT 1988	
I.56	252.227-7036	Declaration of Technical Data Conformity.	JAN 1997	
I.57	252.227-7037	Validation of Restrictive Markings on Technical Data.	NOV 1995	
I.58	52.228-7	Insurance - Liability to Third Persons.	MAR 1996	
I.59	52.232-9	Limitation on Withholding of Payments.	APR 1984	
I.60	52.232-17	Interest	JUN 1996	
I.61	52.232-23	Assignment of Claims.	JAN 1986	
I.62	52.232-25	Prompt Payment.	JUN 1997	
I.63	52.232-33	Mandatory Information for Electronic Funds Transfer Payment.	AUG 1996	
I.64	252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud.	AUG 1992	
I.65	52.233-1	Disputes.	OCT 1995	
I.66	52.233-1	Disputes. (OCT 1995) -- Alternate I	DEC 1991	
I.67	52.233-3	Protest after Award. (AUG 1996) -- Alternate I	JUN 1985	
I.68	52.237-3	Continuity of Services.	JAN 1991	
I.69	52.237-10	Identification of Uncompensated Overtime	OCT 1997	
I.70	52.242-1	Notice of Intent to Disallow Costs.	APR 1984	
I.71	52.242-3	Penalties for Unallowable Costs.	OCT 1995	
I.72	52.242-13	Bankruptcy.	JUL 1995	
I.73	52.243-2	Changes - Cost-Reimbursement.	AUG 1987	
I.74	252.243-7000	Engineering Change Proposals	MAY 1994	

I.75 52.244-2 Subcontracts (Cost-Reimbursement and Letter Contracts.).
(FEB 1997) -- Alternate I (AUG 1996)

(e) Even if the Contractor's purchasing system has been approved, the Contractor shall obtain the Contracting Officer's written consent before placing subcontracts with any subcontractor who was not identified prior to award.

I.76 52.244-5 Competition in Subcontracting

DEC 1996

I.77 52.244-6 Subcontracts for Commercial Items and Commercial Components. (OCT 1995)

(a) Definitions.

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212(a));

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793); and

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.78 52.245-1 Property Records.

APR 1984

I.79 52.245-5 Government Property (Cost-Reimbursement, Time-and- Material, or Labor-Hour Contracts)(DEV).

JUL 1995

I.80 252.245-7001 Reports of Government Property. (MAY 1994)

(a) The Contractor shall provide an annual report--

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations

I.81 52.246-25 Limitation of Liability--Services.

FEB 1997

I.82 252.246-7000 Material Inspection and Receiving Report

DEC 1991

I.83 252.246-7001 Warranty of Data.

DEC 1991

I.84 52.247-67 Submission of Commercial Transportation Bills to the

	General Services Administration for Audit	FEB 1995
I.85	252.247-7023 Transportation of Supplies By Sea	NOV 1995
I.86	252.247-7024 Notification of Transportation of Supplies By Sea	NOV 1995
I.87	52.248-1 Value Engineering.	MAR 1989
I.88	52.249-6 Termination (Cost-Reimbursement).	SEP 1996
I.89	52.249-14 Excusable Delays.	APR 1984
I.90	52.250-1 Indemnification Under Public Law 85-804	APR 1984
	- Alternate 1 (APR 1984)	

I.91 52.251-1 Government Supply Sources (APR 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be Government-furnished property, as distinguished from Government property. The provisions of the clause entitled Government Property, except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

I.92 252.251-7000 Ordering From Government Supply Sources. (MAY 1995)

(a) When placing orders under Federal Supply Schedules or Personal Property Rehabilitation Price Schedules, the Contractor shall follow the terms of the applicable schedule and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule or Personal Property Rehabilitation Price Schedule contractor).

(2) The following statement:

This order is placed under written authorization from _____ dated _____.

In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract or Personal Property Rehabilitation Price Schedule contract, the latter will govern.

(3) The completed address(es) to which the Contractors mail, freight, and billing documents are to be directed.

(b) If a Federal Supply Schedule contractor refuses to honor an order placed by a Government contractor under an agency authorization, the Contractor shall report the circumstances to the General Services Administration, FFN, Washington, DC 20406, with a copy to the authorizing office.

(c) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(d) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officers authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. Such termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address [include point of contact and telephone number]:

(End of clause)

I.93 52.252-2 Clauses Incorporated by Reference. (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I.94 52.253-1 Computer Generated Forms. (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT (1)	EXPERIENCE MATRIX PART 1
ATTACHMENT (2)	EXPERIENCE MATRIX PART 2
ATTACHMENT (3)	RESOURCE MATRIX
ATTACHMENT (4)	CONTRACT ADMINISTRATION PLAN

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

52.204-3 Taxpayer Identification. (JUN 1997)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity (e.g., sole proprietorship or partnership), or a corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c)

through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN:[].

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis.☐

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity;

☐ Not a corporate entity:

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name ☐

TIN ☐

52.204-6 Contractor Identification Number - Data Universal Numbering System (DUNS) Number. (DEC 1996)

(a) "Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number," which is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(d) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.dbisna.com/dbis/customer/custlist.htm>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@dbisma.com.

252.204-7001 Commercial and Government Entity (CAGE) Code Reporting. (DEC 1991)

(a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will --

- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
- (2) Complete section A and forward the form to DLSC; and
- (3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (MAR 1996)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

- (i) The Offeror and/or any of its Principals -

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (SEP 1994)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

252.209-7002 Disclosure of ownership or control by a foreign government. (SEP 1994)

(a) "Definitions."

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) "Prohibited on award."

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure".

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format: Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address
of Offeror

Description of Inter-
est, Ownership

Name and Address
of Entity Con-
trolled by a For-
eign Government.

Percentage, and
Identification of
Foreign Govern-
ment

52.215-4 Type of Business Organization (OCT 1997)

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as ___ and individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation incorporated under the laws of the State of _____.

(b) If the offeror or respondent is a foreign entity, it operates as ___ and individual, ___ a partnership, ___ a nonprofit organization, ___ a joint venture, or ___ a corporation, registered for business in

(country)

52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ___ intends, ___ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY,
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATION (JAN 1997)

(a)(1) The standard industrial classification (SIC) code for this acquisition is [8711].

(2) The small business size standard is [\$20 Million].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ___ is, ___ is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it ___ is, ___ is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in block (b)(1) of this section.) The offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(c) Definitions.

Joint venture, for purposes of a small disadvantaged business (SDB) set-aside or price evaluation preference (as prescribed at 13 CFR 124.321), is a concern that is

owned and controlled by one or more socially and economically disadvantaged individuals entering into a joint venture agreement with one or more business concerns and is considered to be affiliated for size purposes with such other concern(s). The combined annual receipts or employees of the concerns entering into the joint venture must meet the applicable size standard corresponding to the SIC code designated for the contract. The majority of the venture's earnings must accrue directly to the socially and economically disadvantaged individuals in the SDB concern(s) in the joint venture. The percentage of the ownership involvement in a joint venture by disadvantaged individuals must be at least 51 percent.

Small business concern, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Small disadvantaged business concern, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR Part 124.

Woman-owned small business concern, as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

252.219-7000 Small Disadvantaged Business Concern Representation
(DoD Contracts). (JAN 1997)

(a) Definition. "Small disadvantaged business concern", as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively. In general, 13 CFR part 124 describes a small disadvantaged business concern as a small business concern --

(1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or

(2) In the case of any publicly owned business, at least 51 percent of the voting stock is unconditionally owned by one or more socially and economically disadvantaged individuals; and

(3) Whose management and daily business operations are controlled by one or more such individuals.

(b) "Representations." Check the category in which your ownership falls --

___ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, or Nepal)

___ Asian-Pacific American (U.S. citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, or the Federated States of Micronesia)

___ Black American (U.S. citizen)

___ Hispanic American (U.S. citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians, including Indian tribes or Native Hawaiian organizations)

___ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

___ Other

(c) Complete the following --

(1) The offeror is ___ is not ___ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has _____ has not _____ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was _____ and the offeror --

___ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

___ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) "Penalties and Remedies." Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall --

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

52.222-21 Certification of Nonsegregated Facilities. (APR 1984)

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(b) By the submission of this offer, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in the contract.

(c) The offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will --

- (1) Obtain identical certifications from proposed subcontractors before the award of subcontracts under which the subcontractor will be subject to the Equal Opportunity clause;
- (2) Retain the certifications in the files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES.

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract under which the subcontractor will be subject to the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

52.222-22 Previous Contracts and Compliance Reports. (APR 1984)

The offeror represents that -

- (a) It ___ has, ___ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;
- (b) It ___ has, ___ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

- (a) It ___ has developed and has on file, ___ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ___ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

52.223-1 Clean Air and Water Certification. (APR 1984)

The Offeror certifies that -

- (a) Any facility to be used in the performance of this proposed contract is ___ is not ___ listed on the Environmental Protection Agency (EPA) List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the EPA, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 1996)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

___ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

252.247-7022 Representation of Extent of Transportation by Sea. (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it --

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS

L.1 52.211-14 Notice of Priority Rating for National Defense Use. (SEP 1990)

Any contract awarded as a result of this solicitation will be [] DX rated order; [x] DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (Contracting Officer check appropriate box.)

L.2 52.215-1 Instructions to Offerors - Competitive Acquisition. OCT 1997

L.3 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a [COST PLUS FIXED FEE INDEFINITE DELIVERY INDEFINITE QUANTITY] contract resulting from this solicitation.

L.4 52.222-24 Preaward On-Site Equal Opportunity Compliance Review. APR 1984

L.5 52.222-46 Evaluation of Compensation for Professional Employees. FEB 1993

L.6 52.233-2 Service of Protest. (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.7 252.237-7019 Identification of Uncompensated Overtime. APR 1992

L.8 5252.237-9402 Resume Requirements (JUN 1994)

The following information must be provided in the cost proposal, by lot or option, for each resume required to be submitted in the technical proposal:

- a. estimated annual salary;
- b. total estimated annual hours; and
- c. total estimated hours to be worked under the contract.

Failure to provide this information may impact the Government's evaluation of Contractors' proposals. If this information is proprietary to subcontractors, it may be provided under separate cover; however, it must be easily identifiable and readily combined with the rest of the proposal.

L.9 52.252-1 Solicitation Provisions Incorporated by Reference (JUN 1988)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

L.10 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide copies of executed SPI modifications to document that the previously approved SPI have been implemented by the Contract Administration Office on past or existing contracts.

L.11 SECTION L PROPOSAL REQUIREMENTS (APR 1997) (NSWCIHD)

THE OFFEROR SHALL PROVIDE THE FOLLOWING INFORMATION:

GENERAL: Each offeror must submit an offer/proposal and other written information in strict accordance with these instructions. When evaluating an offeror the Government will consider how well the offeror complied with both the letter and spirit of these instructions. The government will consider any failure on the part of the offeror to comply with both the letter and the spirit of these instructions to be an indication of the type of conduct it can expect during contract performance. Therefore, the Government encourages offerors to contact the contracting officer by telephone, facsimile transmission, e-mail, or mail in order to request an explanation of any aspect of these instructions.

The offer/proposal, capability information, past performance information, and cost/price information shall be submitted in **separate volumes, for a total of 4 Separate Volumes with copies**. The capability/past performance information shall **not** contain any cost/price information. The offeror shall submit the following:

VOLUME I - Offer/Proposal:

Two (2) completed and signed solicitation packages which shall constitute the offer/proposal (This includes the entire RFP Sections A through M and any Amendments).
Contractor shall complete the provided RFP and shall **not** submit re-typed versions of the RFP.
Contractor shall fill-in CLIN pricing.

VOLUME II - Capability Factors B.1 & B.2 (1 Original and 2 Copies):

Experience Matrix Parts 1 and 2 (Attachments (1) and (2))
Offeror Narrative - limited to 15 pages in total.
Key Personnel Resumes within stated page limitations.
Letters of Intent attached as necessary to Resumes.
Resource Matrix - (Attachment (3))

VOLUME III - Past Performance (1 Original and 1 Copy):

Limit 5 (1 page) Reference Data Sheets per company.
Offeror and Significant Teaming Subcontractors are required to submit Reference Data Sheets.

VOLUME IV - Cost/Price and Financial Information (1 Original and 1 Copy):

This includes company financial information.
No page limitation.

Note: The following restrictions apply to Volumes II and III: All pages shall be single-sided, minimum font = 12 (i.e. Microsoft Word Font 12 - Times New Roman, Courier New, and similar styles are acceptable), contractor format acceptable. **Pages shall be numbered and any excess pages treated as though not submitted and not evaluated.** Cover letters which are only necessary when taking exceptions, are included in page limitations. Indexes and Tabs are not included in page limitations. Diagrams and graphics are allowed but they are subject to the font limitation and page limitations. Executive Summaries are not required and will, if provided, be included in page limitations.

OFFERORS SHALL ADDRESS THE FOLLOWING FACTORS (A through C): (Listed in order of importance)

A. OFFER/PROPOSAL (VOLUME I)

Offer - In the context of this SSP, the word "offer" is synonymous with "proposal", and means "The promises made by an offeror to comply with the terms and conditions of the RFP."

The RFP includes:

- 1) Completion of blocks 12 through 18 of the SF33 by the offeror;
- 2) Section B CLIN prices or costs and fees inserted by the offeror;
- 3) Consent and agreement to the Statement of Work and all clauses applicable to each section and the ones within fill-ins completed by the offeror;
- 4) Sections A through M of the Uniform Contract Format completed, all requested information provided and returned by the offeror in its entirety with no exceptions taken.
- 5) Acceptance via signature of all amendments.

These items constitute the offeror's assent to the terms of the RFP and the offeror's proposed prices or estimated cost and fee. For a proposal to be "acceptable" it must manifest the offeror's unconditional assent to the terms of the contract in the RFP. **To manifest unconditional assent the entire completed RFP must be returned to the Government.** Reformatted or re-typed versions of the RFP are **not** acceptable.

Note: The Government intends to award without discussions therefore any exception to the terms contained in the contract/RFP will render that proposal "unacceptable" if such exception(s) would require discussions to render the proposal acceptable.

B. OFFEROR CAPABILITY (VOLUMES II AND III INFORMATION)

Offeror Capability - An offeror's demonstrated ability to perform the type of work specified by the RFP. The Government will evaluate their capability on the basis of the following subfactors: (1) experience, (2) personnel, (3) understanding of the work (Oral Presentation if elected by the Government) and (4) Past Performance. Acceptable offers will be evaluated by all TEP members to assess each offeror capability subfactor (excluding Past Performance). The capability subfactors are listed in descending order of importance:

CAPABILITY SUBFACTORS	WEIGHTING
(1) Experience/Past Performance	Most Important
(2) Personnel	2nd Most Important
(3) Understanding of the Work (Oral Presentation)	3rd Most Important

While Past Performance is a capability factor it is evaluated separately by Code 114.

Offerors **must** submit the following capability information (B.1 through B.4) to the government with their offers/proposals. **If this information is not included the offer will be determined Unacceptable in accordance with Factor A.** This information will not constitute a part of the RFP but is information to assist in determining an offeror's capability to perform the requirement. It will not become part of any contract resulting from this RFP, unless the government and offeror agree to make it a part of an offer through discussions.

B.1 Offeror Experience (VOLUME II INFORMATION).

The offeror shall submit a completed Experience Matrix Parts 1 & 2 (Attachments (1) & (2)). The offeror shall provide a narrative of each contract referenced under the Experience Matrix. This narrative (which is limited to 15 pages in total) will be used by the Government to assess each offeror's submission to determine whether, during the past (3) years, the offeror has had the opportunity to learn about relevant work processes and procedures and about the nature, difficulties and uncertainties associated with performing the type of work that will be required under the prospective contract. The Government will try to determine how many opportunities an offeror has had, as a business

entity, to carry out those processes and procedures and to cope with those difficulties and uncertainties. *The Government will not attribute to an offeror the individual experience of the offeror's current or prospective employees.* The Government will also assess to what extent subcontractors were involved in gaining related corporate experience, and their level of involvement with respect to scope of work, objective achieved, and personnel resources utilized, and how previous contracts relate to tasking under this effort.

B.2 Personnel (VOLUME II INFORMATION).

Resumes shall be provided for all Key Personnel. The Government will evaluate the key personnel resumes to assess to what extent the proposed personnel meet the qualifications of their respective labor category in Section C of the RFP under Personnel Qualifications. The criteria includes two subfactors: experience and education. It is highly desirable that these personnel be currently employed by the offeror. The proposed personnel are expected to be assigned to this contract should the offeror receive the award. Resumes shall include history of related experience, education, and employment, with specific emphasis on correlation with the minimum requirements set forth in Section C in the format prescribed below. Key personnel shall be evaluated solely on the basis of the resume provided. The contractor shall be responsible for employing appropriate professionally and technically qualified personnel to perform the tasks outlined herein. All key personnel proposed for each labor category below shall have or be capable of obtaining a security clearance rating of SECRET. Resumes are limited to three (3) pages. If the resume is for an individual whose employment is contingent on this contract it shall be clearly stated as so, and a signed letter of intent (not included in the resume page limit) shall be attached to the resume. The resumes should, to the greatest degree possible, provide evidence of the offeror's technical understanding of the requirement. Resumes for management personnel should focus on providing evidence of that person's ability to manage tasks of a technical nature likely to be encountered in the execution of this contract. Each resume for key personnel shall include a one paragraph summary of why the individual will likely provide a significant contribution to the successful execution of this contract (this is included in the 3 page limitation). Each resume shall include at a minimum the following information:

- 1) Dates employed by offeror
- 2) In what capacity employed
- 3) Other pertinent employment and dates employed
- 4) Specific experience with the statement of work as relates to tasks
- 5) College Degree(s) and other educational achievements
- 6) Clearances
- 7) Summary paragraph

Key Personnel

Provide a minimum of one and a maximum of two resumes for each position.

Program Manager
Senior Math Modeler
Senior Simulation Engineer
Senior Simulation Scientist
Senior Military Requirements Analyst
Senior Operations Analyst
Senior Systems Requirements Engineer

The Government will evaluate the education and experience of those personnel identified in the Resource Matrix (Attachment (3)) for each category to determine the acceptability of the proposed resources. **The Resource Matrix shall specifically identify the current employer of all proposed key personnel.** The following is a list of key and other personnel expected to be required under this contract and shall be included on the Resource Matrix:

Program Manager (Key)

Senior Math Modeler (Key)
Senior Simulation Engineer (Key)
Senior Simulation Scientist (Key)
Simulation Engineer
Junior Simulation Engineer
Senior Military Requirements Analyst (Key)
Senior Operations Analyst (Key)
Senior Systems Requirements Engineer (Key)
Financial Analyst
Instrumentation Analyst
Analyst
Graphic Data Base Developer
Instrumentation Technician
Administrative Assistant

Ensure that letters of intent are provided for those personnel proposed but not currently employed by the offeror or a teamed subcontractor.

B.3) Understanding of the Work (Oral Presentations). This information is not to be submitted at this time. Oral Presentations may or may not be conducted under this RFP. If Oral Presentations are required all acceptable offerors will be notified by the Contracting Officer. At the discretion of the Government, and after the receipt of offers (proposals) by the Government, every acceptable offeror **may** be required to make an oral presentation to the Government's evaluation panel and participate in a question and answer session. The sole purpose of the oral presentation and question and answer session is to test an offeror's understanding of the work that the Government will require under the prospective contract.

The oral presentation and the question and answer session are not part of the offer (proposal) and are not themselves offers. The oral presentation and the question and answer session will not constitute discussions, and will not obligate the Government to determine a competitive range, conduct discussions, or solicit or entertain revised or best and final offers. Statements made by the offeror during the oral presentation or the question and answer session will not become a part of any contract resulting from the RFP, unless the Government and an offeror agree to make it a part of an offer during discussions. If the Government decides to conduct discussions, the Government will not solicit or entertain revisions to the oral presentations or to the answers given during the question and answer session.

The following information is being provided for informational purposes only, at this time. This factor will not be evaluated unless Oral Presentations are actually conducted.

Oral Presentation - An oral submission of information to the Government, instead of a written technical or management proposal, used to evaluate an offeror's understanding of the Government's requirements. Should the Government elect to conduct Oral Presentations, (if determined by the Government to be necessary to further assess offeror capability/understanding of the work), the Government will evaluate each acceptable offeror's understanding of the work on the basis of its oral presentation and the responses it gives during the question and answer session that will follow the oral presentation. In making this evaluation, the Government will consider an offeror's: **(1) Work Breakdown Analysis** - knowledge of the content of the work in terms of its constituent activities, their inputs and outputs, and their interrelationships and interdependencies; **(2) Work Schedule** - recognition of the appropriate sequence and realistic duration of the work activities; **(3) Allocation of Resources** - knowledge of the appropriate types of resources required to perform the work and of their appropriate allocation to the work activities; **(4) Performance Risk** - familiarity with the difficulties, uncertainties, and risks associated with the work; and **(5) Responsibility Assignment** - knowledge of the personnel and subcontractor qualifications necessary to the performance of the work.

(i) Ground Rules.

Eligibility. Only offerors submitting acceptable offers (proposals) will be eligible to make an oral presentation, unless the Government decides to conduct discussions.

Timing. Oral presentations will commence approximately two weeks after the receipt of offers (proposals). The Contracting Officer will notify offerors of the scheduled date and time of their presentation within one week of the receipt of offers.

Rescheduling. The Government reserves the right to reschedule any offeror's presentation at the discretion of the Contracting Officer.

Offeror Employee Participation. The presentation must be made by one or more of the personnel whom the offeror will employ to manage or supervise contract performance on a full time basis (i.e., Program Manager or Key Personnel). The manager who will have full time operational responsibility for contract performance must be present and must, at a minimum, answer questions directed to him/her during the question and answer session. Offerors may not use company senior or general managers or other employees or consultants to make any part of the oral presentation.

An offeror may send no more than seven (7) persons to the presentation. This number may include no more than two (2), nonpresenting company officials.

(ii) Topics. The offeror's presenters must demonstrate the offeror's understanding of the work that will be required under the prospective contract by addressing the following topics, in the following order, in accordance with the following instructions:

Introduction. The offeror should provide some information about itself as a firm, briefly describing its organization, history, products and services.

Work Breakdown. Present an analysis of the Statement of Work tasks [identify selected tasks] into their constituent activities. Briefly describe each activity and its inputs and outputs. Briefly describe interrelationships and interdependencies among the activities.

Contract Work Schedule. Present a Gantt chart that illustrates the contract work schedule by [week, month, quarter, or year]. Show the starting date and ending date of each activity identified in the work breakdown analysis. Describe the interrelationships and interdependencies among the tasks.

Contract Resource Allocations. Describe the types of professional, administrative, clerical and other labor that will be required to perform the contract work. Briefly describe each classification of professional and blue collar labor, including position title(s) and grades, journeyman level qualification requirements, typical journeyman level duties and responsibilities, and estimated average salary or wage (including the value of fringe benefits). Describe the total number of hours of each of these professional and blue collar labor classifications that will be allocated to each of the activities identified in the work breakdown analysis from start to finish. Also identify the types and hours of administrative and clerical labor that will be required for each activity.

Performance Risk Analysis. Identify contingent events that could, if they were to occur, endanger satisfactory performance. Focus on critical events that are realistically likely to occur and that would pose serious problems. (Do not try to identify every event that could cause some minor difficulty.) Briefly describe the nature of each such event, each work activity with which it is associated, the estimated likelihood of its occurrence, its likely effect on performance if it were to occur, its likely causes, and plans to prevent its occurrence and to respond in the event that it does occur.

Responsibility Assignments. The offeror shall demonstrate an understanding of the general management of task order performance. They should discuss their experience and knowledge of how to plan, organize, staff, direct, and control the performance of myriad and concurrent delivery order assignments. The responsibility assignment matrix shall identify key personnel and subcontractor personnel, and their responsibility for activity and whether they are primary or support personnel.

Conclusion. The offeror should summarize the main points of its presentation and state why the Government should select the offeror for contract award.

(iii) Presentation Time Limits. Oral presentations, excluding the question and answer sessions, will be limited to two (2) hours. The Contracting Officer will strictly enforce this time limit. Following the oral presentation there will be a recess of approximately one hour. After the recess there will be a one hour question and answer session.

(iv) Presentation Media. Offerors must use 8 1/2 inch by 11 inch overhead slides to provide visual support for their presentations. Slide text must be black on a white background. Offerors may use colors other than black and white on graphical slides ---e.g., bar charts or pie chart, etc. --- when color is useful in conveying information. The Government will provide a flip chart pad, easel, and markers. Offerors may not use any other media. Offerors should mark slides in accordance with FAR 52.215-12, Restrictions on Disclosure and Use of Data, as appropriate.

Slide text must conform to the following specifications:

Font: Times New Roman;

Size of heading font: 44 points;

Size of main text line font: 32 points;

Size of sub text line font: 28 points;

Lines of text per slide (i.e., number of bullets): no more than eight.

The above specifications of font sizes do not apply to captions and annotations on graphical slides. The purpose of these specifications is to reduce emphasis on the appearance of the presentation, as opposed to its content, and to minimize the cost of the presentation media. Offerors may place their name and company logo on the slides. Offerors should not use meaningless design elements, such as lines, bars, swirls, etc., that may contribute to visual attractiveness but communicate no useful information.

There is no limitation on the number of slides that an offeror may use. However, the Government will not consider the slides to be stand alone documents or evaluate the information on the slides except as visual aids to the presentation. When reviewing and evaluating the oral presentations, the Government will not review any slide that was not projected and addressed during the presentation. What the presenters say will take precedence over the information which appears on the slides. The production and use of an excessive number of slides may be detrimental to an offeror's interests.

Upon notification by the Government of the intent to conduct oral presentations, the offerors must submit their slides and one (1) set of paper copies to the Government. Offerors may not change their presentation slides after this submission. The Government will furnish the slides to the offeror's presenters immediately before the start of the presentation. The purpose of this restriction is to reassure offerors with regard to the integrity of the oral presentation process.

(v) **Videotaping.** The Government may videotape the presentations. If videotaped, the Government will provide an offeror with a copy of the videotape of its own presentation at its request and at its own expense after contract award.

B.4 Past Performance (VOLUME III. INFORMATION) Offerors and significant teaming subcontractors are limited to 5 (1 page) data reference sheets each. (Past Performance has its own level of importance in the source selection process. See Section M - Evaluation Factors for Award). If this information is not included the offeror will be determined Unacceptable.

Past Performance is a measure of the degree to which an offeror and its significant teaming subcontractors, as an organization, has: (1) satisfied its customers, and (2) complies with federal, state, and local laws and regulations. The Government will inquire about: (1) the quality and timeliness of the offeror's work; (2) the reasonableness of its prices, costs, and claims; (3) the reasonableness of its business behavior -- its willingness to cooperate and helpfulness in solving problems; (4) its concern for the interests of its customers; and (5) its integrity. In the investigation of an offeror's past performance the Government will contact former customers and Government agencies, and other private and public sources of information. The Government will also assess the role that significant teaming subcontractor's have played in contributing to the successes and/or failures of the offeror and to what extent subcontractors' performance has contributed to the past performance evaluation. Submission of this past performance information shall be considered the offerors agreement to permit the government's representatives to contract the customers listed and inquire as to the past performance of the offeror. Reference Data Sheets shall be provided on Significant Teaming Subcontractors (limited to 5 per subcontractor). **This subfactor is evaluated by contracts personnel.** This information shall be provided by the offeror and significant teaming subcontractors on five (5) reference data sheets containing the following information regarding its past performance as relates to the requirements of this RFP:

(1) Contract number(s)

(2) Name of agency/company who contract was with

(3) Point of contact and telephone number of the Contracting Officer and the Contracting Officer's Representative ensure current information)

(4) Dollar value of the contract

(5) Detailed description of work performed.

(6) Clear statements describing whether the contract services were completed on time, with a quality product conforming to the contract, without any degradation in performance or customer satisfaction.

(7) The number, type, and severity of quality, service or cost problems in performing the contract, the corrective action taken, if any, and the effectiveness of the corrective action.

C. COST/PRICE (VOLUME IV. INFORMATION). If this information is not included the offeror will be determined Unacceptable.

The cost/price proposal shall include a complete cost breakdown with all supporting information stating the basis for the amount of each cost element, in accordance with Public Law 87-653. Each offeror shall fully explain the basis for the amount of each cost element and how the amount was developed providing complete justification for use in determining the proposed costs fair and reasonable.

The cost/price proposal shall include information regarding the general financial condition of the offeror and specific plans for financing the proposed contract, including the latest available financial statements. The contractor shall provide Profit and Loss Statements for the past (3) years, or if a new company for as many years as the company has been in business. The Government does not intend to provide any financial assistance.

Offerors are required to submit subcontractor cost and pricing information (if applicable) with supporting attachments under separate cover if necessary.

If the offeror is currently being audited or has been audited in the past by the Defense Contract Audit Agency (DCAA), the offeror shall furnish the name and location and point of contact of the assigned DCAA office as part of the cost/price proposal.

Although price is not the most important evaluation factor, it will not be ignored. In evaluating cost type offers, realism of the offeror's estimated cost will be considered. Cost Realism Determination - The process of analyzing an offeror's proposed estimated cost which can reasonably be expected to be incurred in performance of the contract in accordance with his offer. Unrealistic personnel compensation rates will be considered in the cost realism analysis. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; and (2) to assess the degree to which the cost/price proposal reflects the offeror's understanding of the work and the resources necessary to perform the work. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

**L.12 SELECTED COST DATA FOR INDEFINITE DELIVERY CONTRACTS (FEB 1997) (NSWCIHD)
(VOLUME VI. INFORMATION). If this information is not provided the offeror will be determined Unacceptable.**

To assist the Government in determining cost reasonableness/realism for this effort, it is required that you provide enough detailed cost information with your offer to make this determination. In preparing your cost proposal, it is essential that you breakout and identify separately for each year of the contract, the following types of cost elements listed below. The following is only an example of the various types of cost elements which may be applicable but not necessarily limited to:

(a) DIRECT LABOR - Identify the various labor categories intended for use under this contract including the number of labor hours, labor rates, and total cost for each labor category proposed for each year of the contract. The labor specified under this category shall only be for the prime contractor's direct labor and shall not include any subcontracted labor. (See subcontracted labor below).

(b) FRINGE BENEFITS - If applicable and in accordance with your normal accounting procedures, identify the fringe benefit rate(s) and total fringe benefit cost being proposed and identify the cost elements for which the fringe benefit rate is being applied.

(c) OVERHEAD - Identify the current and/or projected overhead rate(s) and total overhead cost being proposed under this solicitation and identify the various cost elements for which overhead is being applied.

(d) SUBCONTRACTING LABOR - Identify (if applicable), any proposed subcontracting labor intended for use under this contract. Identify the labor categories for which subcontracting is being proposed and include the subcontractor's direct labor rates, number of hours proposed for each labor category, fringe benefits, overhead, G&A, fee, etc., that has been submitted by the subcontractor to the prime contractor for consideration under this contract.

(e) OTHER - (1) Direct Cost - Identify any other direct cost elements being proposed which are not included above but are applicable to your cost proposal, e.g., royalties, Facilities Capital Cost of Money, special tooling, travel, computer usage, etc. Include the basis for the proposed amount. (2) Indirect cost - Identify any other indirect cost element being proposed which has not been included above and identify the various cost elements for which the rate is applied.

(f) GENERAL & ADMINISTRATIVE EXPENSE - Identify the G&A rate(s) and the total G&A cost proposed and identify the various cost elements for which the G&A is being applied.

(g) FEE - Identify the fee rate and total amount proposed and identify the various cost elements for which the fee is being applied.

Cost information, SHALL APPEAR IN THE COST/PRICE PROPOSAL AND SECTION B (CLIN PRICING) OF THE RFP ONLY.

L.13 52.215-20 Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data. (OCT 1997)

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 52.217-5

Evaluation of Options.

JUL 1990

M.2 COST REALISM (JUN 1993) (IHD/NSWC)

Cost realism may be performed as part of the proposal evaluation process. The purpose of this evaluation shall be (1) to verify the offeror's understanding of the requirements; (2) to assess the degree to which the cost/price proposal reflects the approaches and/or risk assessments made in the technical proposal as well as the risk that the offeror will provide the supplies or services for the offered prices/costs; and (3) assess the degree to which the cost included in the cost/price proposal accurately represents the work effort included in the technical proposal. Proposed costs may be adjusted for purposes of evaluation, based upon the results of the cost realism evaluation. When cost realism is performed, the resulting realistic cost estimate shall be used in the evaluation of cost.

M.3 F.O.B. OFFER LANGUAGE (RFP)(NAVSEA)

Offers submitted on the basis other than F.O.B. Destination shall be rejected as unacceptable.

M.4 EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

M.5 SECTION M - EVALUATION FACTORS FOR AWARD

1. GENERAL: The government shall award a contract resulting from this solicitation to the responsible offeror(s) whose offer(s), conforming to the solicitation, represent the best overall value on the basis of an integrated assessment of the evaluation factors for award. Once the government arrives at an expected value for each offeror, the government will make a series of comparisons among only those offerors which submitted acceptable offers/proposals by comparing the expected values to the realized/evaluated price or cost and fee. From these comparisons the government will determine the offeror(s) who offer(s) the best value to the government. This is a subjective evaluation process.

2. RELATIVE IMPORTANCE OF THE EVALUATION FACTORS: Since an offer/proposal must be acceptable for an offeror to be eligible for award and, since the government will evaluate acceptability on a pass or fail basis, acceptability of the offer/proposal is the most important factor. In deciding which of the offerors submitting an acceptable offer/proposal is the best overall value the government will consider an offeror's capability (to include past performance) and the government's level of confidence in that capability to be significantly more important than price.

3. EVALUATION METHODOLOGY:

a) Each proposal shall be evaluated against the evaluation criteria set forth in Sections L and M of this RFP. After the evaluation of offeror capability is completed, offers shall be compared/ranked against each other, based on the scores achieved, to arrive at a decision as to the offer that represents the Best Value to the Government using the LOCAR (Level of Confidence Assessment Rating) method. **The Level of Confidence Assessment** - is an agency's subjective assessment of the likelihood that an offeror will perform successfully, which is determined on the basis of the offeror's evaluated capability. **The Level of Confidence Assessment Rating (LOCAR)** - is achieved by adding the Past Performance Rating to the Offeror Capability Rating. Table 1 below provides a LOCAR example:

A LOCAR of 0 to 1.0 shall signify the Government's level of confidence in each offeror's prospects for success, based on its experience, qualifications of its proposed key personnel, oral presentation (if applicable), and Past Performance. The following is the scale for the LOCAR:

Less Confident (0 - .4). (Less likely to succeed).

More Confident (.6 - .94). (More likely to succeed).

Most Confident (.95 - 1.0). (Most likely to succeed).

Neutral (.5). Indicates that the Government believes that success and failure are equally likely, that is, that the offeror has a 50/50 chance of success. The score of .5 is appropriate when the Government has no basis for believing in either success or failure. The following Table is an example of the scoring process for the Offeror Capability Evaluation:

Table 1: LOCAR Determination

Offeror	TEP CAPABILITY RATING	Past Performance	LOCAR
A	Excellent	Good	.95
B	Good	Good	.8
C	Poor	Good	.4

c.) Once the LOCAR has been determined for each offeror the Government will use this rating in order to determine the relative Expected Value of each offeror's promises. **Expected Value** - That score derived by multiplying the Acceptable Offer score (100 pts. - no exceptions) by the LOCAR %. This process adjusts the value of the offeror's promises on the basis of the level of confidence the Government has in the offeror. This score reflects what the agency expects from the offeror, based on its capability. The following Table 2 is an example of the scoring process used to determine Expected Value:

Table 2: Expected Value Determination

Offeror	Offeror Acceptability (Promised Value)	x	LOCAR	Expected Value	Price
A	100 points	x	.95	95%	\$9m
B	100 points	x	.8	80%	\$8m
C	100 points	x	.4	40%	\$10m

As soon as the expected value of every acceptable proposal in the competitive range has been determined, proposals will be compared, making value/price tradeoffs, and award will be made to the offeror(s) whose submission offers the best overall value. If the offeror with the better expected value, i.e., capability, has the lower price then that offeror is clearly the Best Value. If the offeror with the better expected value has the highest or higher price, then a determination must be made whether the difference in expected value is worth the difference in price and the decision shall be supported by a narrative that is the product of the entire evaluation team and approved by the CO. In the scenario in the example the Government may choose to award to either offeror A, offeror B, or offeror

C considering value/price tradeoffs. The above example is based on the Government's SUBJECTIVE evaluation, there is no preset algorithm to derive from this example.

4. EVALUATION FACTORS (In descending order of importance unless noted)

A. OFFER/PROPOSAL Acceptability: (Since this factor has the potential to eliminate an offeror from further competition, it is considered the most important factor) Upon receipt of proposals, acceptability shall be documented in accordance with Section L. The Government will evaluate offers for acceptability on a pass or fail basis. All acceptable proposals shall be assigned a value of 100 points as the offeror's promised value. Unacceptable proposals shall receive a value of 0 (zero) as the offeror's promised value. Unless determined otherwise by the Contracting Officer unacceptable proposals shall receive no further consideration/evaluation. Offerors must ensure that all the proposal/offer requirements of Section L and the RFP are complied with.

THE GOVERNMENT WARNS OFFERORS THAT TAKING EXCEPTION TO ANY TERM OR CONDITION OF THE RFP (INCLUDING SUBMITTING ANY ALTERNATE PROPOSAL THAT REQUIRES EXCEPTION/RELAXATION OF A REQUIREMENT) MAY MAKE AN OFFER UNACCEPTABLE, and the offeror ineligible for award, unless the RFP expressly authorizes such an exception with regard to that specific term or condition. The Government will consider any offer that takes exception to any term or condition of the RFP; does not provide all information required by Section L of the RFP; or that otherwise fails to manifest the offeror's unconditional assent to a term or condition, to be unacceptable, unless the RFP expressly provides that assent to the term or condition in question is not mandatory. Any unauthorized exception or failure will constitute a deficiency (see FAR 15.301). An offeror may eliminate a deficiency in its offer only through discussions.

The Government intends to award the contract on the basis of initial offers received, without discussions. Therefore, each offer should contain the offeror's best terms from a cost/price, capability and past performance standpoint. However, if considered necessary by the Contracting Officer, discussions will be conducted only with those acceptable offerors determined to have a reasonable chance for award. Notwithstanding its plan to award without discussions, the Government reserves the right to conduct discussions with offerors in a competitive range, if necessary, and to permit such offerors to revise their proposals as authorized by FAR 15.307. The government also reserves the right to change any of the terms and conditions of the RFP by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206.

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offers' specified expiration time, the government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

B) OFFEROR CAPABILITY (B.1 through B.3 are scored on a subjective basis with adjective scores of Excellent, Good, Marginal, or Poor)
The government will evaluate the capability of the offerors which submitted acceptable offers/proposals based on the score achieved for subfactors B.1, through B.3 below, and the past performance rating, to arrive at a LOCAR for each offeror. The government will evaluate their capability on the basis of the following subfactors:

(Subfactors B.1 and B.2 are in descending order of importance. The submission requirements for subfactors B.1 through B.3 are listed under Section L of the solicitation)

B.1) Offeror Experience/Facilities (see Section L for description)

B.2) Personnel (see Section L for description)

B.3) Understanding of the Work (Oral Presentations) (see Section L for description)

B.4) Past Performance (see Section L for description)

Although Past Performance is considered a capability subfactor it is separate and distinct from the other capability subfactors. Past performance is one element which is used in conjunction with the score achieved for B.1 through B.3, to determine the LOCAR for a particular offeror.

The government will not attribute to an offeror the individual past performance of the offeror's current or prospective employees.

Past Performance shall be assigned one of the following descriptors:

EXCELLENT - A significant majority of the sources of information are consistently firm in stating that the offeror's performance was superior, and they would unhesitatingly do business with the offeror again. Complaints are negligible or unfounded .

GOOD - Most sources of information state that the offeror's performance was good, deliverables are on time and meet contract requirements and they would be willing to do business with the offeror again. Complaints are few and relatively minor. Performance met expectations. Requests for equitable adjustments and extensions of contract periods of performance are very infrequent. When a problem arises, the offeror reacts in a prompt, efficient, and effective manner to resolve the problem and minimize any delays.

POOR - A significant majority of sources of information are consistently firm in stating that performance was entirely unsatisfactory and that they would not, under any circumstances, do business with the offeror again. Customer complaints are substantial or numerous and well founded. Offeror has either presented no persuasive evidence of having taken appropriate corrective action that will guard against such conduct in the future or it appears unlikely that the corrective action will be effective. The government and the offeror have expended a significant amount of time, effort, and money in resolving problems. Failure to perform consistently has resulted in terminations and failure to provide customer service.

NEUTRAL - Offeror has asserted that offeror does not possess any relevant directly related or similar past performance. The offeror receives no merit or demerit for this factor. - (Not scored)

C. PRICE OR COST AND FEE EVALUATION

Price analysis, cost analysis, or cost realism analysis will be conducted on the data submitted to arrive at a realistic evaluated cost. This evaluated cost shall be used in the LOCAR rating system to determine the offeror who presents the best overall value to the government.

EXPERIENCE MATRIX (PART 1)

References	Contract Statement of Work/Specification Work Elements									
	3.1	3.2	3.3	3.4	3.5	3.6	3.7	3.8	3.9	3.10

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

KEY: P - INDICATES OFFEROR WAS A PRIME CONTRACTOR - (attach list of any subcontractors and their involvement)
 S - INDICATES OFFEROR WAS A SUBCONTRACTOR - (attach list of the prime contractors customer POC)

EXPERIENCE MATRIX
PART 2

References	\$ Value and Type of Contract	Work Description

REFERENCES COLUMN SHOULD INCLUDE GOVERNMENT ACTIVITY/ COMPANY NAME, ADDRESS, POC AND TELEPHONE NUMBER.

ATTACHMENT (4)
FOR COST REIMBURSEMENT TERM (LEVEL OF EFFORT)/INDEFINITE
DELIVERY, INDEFINITE QUANTITY CONTRACT

CONTRACT ADMINISTRATION PLAN
CONTRACT NO. N00174-98-D

In order to expedite administration of this contract, the following delineation of duties is provided. The individual/position designated as having responsibility should be contacted for any questions, clarification, or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, data, or Freedom of Information inquiries.
 - b. Post award conference
 - c. All post-award changes or interpretations regarding the scope terms, or conditions of the basic contract and/or delivery orders (unless technical clarifications/questions can be resolved by the COR).
 - d. Request, obtain, and evaluate proposals for delivery orders to be issued.
 - e. Negotiate/determine the price/estimated cost of the order is fair and reasonable for the effort proposed (may require COR assistance)
 - f. Issue order and obligate funds
 - g. Authorize overtime (only if provided for in contract)
 - h. Authorize performance to begin (includes emergencies)
 - i. Maintains oversight to assure that funds and contract scope are not exceeded.
 - j. Monitoring the COR
 - k. Meet at least quarterly with COR to review contract performance (joint responsibility of COR). This may be satisfied telephonically, depending on the circumstances.
 - l. Perform all Contracting Officer functions not delegated to CAO.
2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.
3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract/delivery order prior to final payment to the contractor.
4. PAYING OFFICE is responsible for payment of proper invoices after acceptance (constructive or actual) or approved provisional payment.
5. CONTRACTING OFFICER'S REPRESENTATIVE (COR) is responsible for:
 - a. Controlling all government technical interface with the contractor and providing technical advice and clarifications

on the statement of work.

- b. Providing copies of all government/contractor technical correspondence to the PCO.
- c. Promptly furnishing the PCO with documentation/comment on any request for change, deviation or waiver (whether generated by the government or the contractor)
- d. Promptly reviewing the COR copy of the contractor's invoice (public voucher). This includes monitoring of the direct cost of labor, material, travel, etc. to assure invoice is consistent with the delivery order and the progress made to date and that the charges appear proper. If the COR disagrees with any of the costs in the invoice, he/she will immediately notify DCAA via letter to DFAS (with a copy to the PCO) so they can include these areas in their final audit.
- e. Monitoring (a) the types of labor categories and number of hours ordered, and (b) that which is actually performed, to assure that neither result in the use of a predominance of the higher cost labor categories, unless actually required. Maintaining a log, by delivery order, of the hours ordered, and the hours performed (received and accepted), the value of the delivery order as issued, and the amount invoiced and approved. (Provide log with annual report).
- f. Quality assurance, inspection and acceptance of services and deliverable data.
- g. In the event of contractor delay, or failure to perform, determine the cause, and make recommendations to the PCO for corrective action.
- h. Meeting at least quarterly with the PCO to review contract performance. This may be satisfied telephonically, depending upon the circumstance.
- i. Statement of Work (SOW) for delivery orders. The SOW for a delivery order should be prepared by Navy personnel other than the COR who is responsible for acceptance of services and certification of invoices. In this instance, the COR is responsible for final review and submission of the SOW and DD 1423; otherwise, the COR is responsible for preparing the SOW.
- j. Preparing INDEPENDENT government estimate prior to submitting RCP to PCO to request delivery order. Assist PCO in negotiations if requested. The estimate must be in detail and must include specific breakdown of hours, travel (with estimates and destinations), material (items and costs), other (as applicable).
- k. Maintaining a COR file of all correspondence with the PCO and contractor and copies of all invoices.

l. Monitoring the level of effort performed to be sure it is consistent with the contract and that overall variation of the level of effort between labor categories is within that allowed by the contract.

m. If the delivery order is incrementally funded, the COR shall provide funding, as necessary, to assure required continuity of services.

n. Complying with SECNAVINST 4200.27A "Proper Use of Contractor Personnel", NAVSEAINST 4200.19 "Service Contract Restriction and Safeguards", NAVSEAINST 4200.17B and SECNAVINST 4205.5 "Contracting Officer's Technical Representative" and the Contracting Officer's COR Appointment Letter.

o. Submission of written report on contractor performance within 60 days of contract completion, but not less often than annually. The report should address all aspects of contractor performance including cost performance including cost effectiveness, quality and timeliness of contractor performance (and shall include delivery order log).

p. Anticipating and submitting requests for follow-on contract requirements in sufficient time to allow for award prior to the expiration of this contract.

NAMES/ADDRESSES/CODES/TELEPHONE NUMBER OF COGNIZANT INDIVIDUAL/OFFICE

COR	<u>JOE McCLURE</u>	<u>655M</u>	<u>(301)743-4688 ext. 276</u>
	Name	Code	Telephone

PCO	<u>DAVID E. HALL</u>	<u>1142</u>	<u>(301)743-6556</u>
	Code		Telephone

DCAA (refer to the invoice clause of the contract, Section G)

PAYING OFFICE (refer to page one of contract document)

CAO (refer to page one of contract document)